

**DECISION**



*19897*  
**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

FILE: B-205022

DATE: October 28, 1981

MATTER OF: Lewis Drywall Residential, Inc.

**DIGEST:**

Agency properly rejected bid as nonresponsive where bidder's standard proposal form, incorporated into bid, took exception to terms of solicitation.

Lewis Drywall Residential, Inc., protests the rejection of its bid as nonresponsive under invitation for bids (IFB) No. DAKF61-81-B-0083 issued by the Department of the Army for the installation of gypsum wallboard in a building at Fort McCoy, Wisconsin. The Army rejected Lewis's low bid, which incorporated its commercial proposal form, because the Lewis form contained provisions that did not conform, in the Army's view, to the IFB.

Lewis contends that the questioned provisions merely were recommendations which did not qualify or alter the existing IFB specifications. The protester asserts that its bid makes it clear that the work is to be done in accordance with the specifications and drawings furnished by the Army. For the reasons discussed below, we believe it is clear from Lewis's submission that the protest is without merit. Therefore, we are deciding the matter without additional case development. See Shipco General, Inc., B-204259, August 20, 1981, 81-2 CPD 161.

The question of the responsiveness of a bid concerns whether a bidder has unequivocally offered to provide the requested work in total conformance with the requirements of the IFB. A bidder's intention must be determined from the bid itself at the time of bid opening. Re Con Paving, Inc., B-198294, April 24, 1980, 80-1 CPD 297.

Lewis's commercial proposal form lists 13 specific items upon which its bid is based. While several of these items, as Lewis argues, may be construed as mere recommendations, others clearly are exceptions to the specifications and essential elements of the IFB. For example, one

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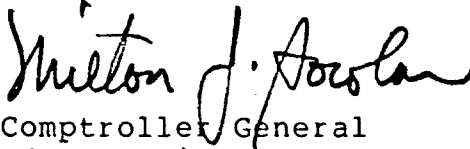
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of the 13 items notes that Lewis's bid is based on "permanent heat [being] installed prior to drywall operation to facilitate drying." This provision takes specific exception to the technical specification which states that "[t]he existing heating system is inoperable, so portable [heating] unit(s) must be provided if heat is required."

Moreover, Lewis's bid falls short of an unequivocal offer to provide the required work at a firm-fixed price. In this regard, one of the 13 "exceptions" on Lewis's commercial proposal form states that "[c]ost will be adjusted in accordance with prices in effect when material is delivered to job site." We have held that where a bidder qualifies its bid for a firm-fixed-price contract by providing for price adjustments if certain circumstances occur, the bid must be rejected as nonresponsive since the bidder has not offered a firm-fixed price. Joy Manufacturing Company, 54 Comp. Gen. 237 (1974), 74-2 CPD 183. There are additional provisions contained in the bid which do not conform to the solicitation, such as the requirement for interest if payment is not made within 30 days of completion of drywall operations. We conclude, therefore, that the Army properly rejected Lewis's bid.

The fact that the Government, as Lewis contends, would save money by awarding to Lewis does not compel a different conclusion. To allow acceptance of a nonresponsive low bid would undermine the integrity of the system of competitive bidding despite the immediate advantage the Government may gain by a lower price in the particular procurement. Eco-logical Water Projects, Inc., B-199154, September 30, 1980, 80-2 CPD 232.

The protest is summarily denied.

for   
Comptroller General  
of the United States